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FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

92 APR -8 AM 11:41

CLERK OF DISTRICT COURT
WESTERN DIST. OF MICH.

UNITED STATES OF AMERICA,

Plaintiff,

v.

ACOLOR COMPANY;
CHRYSLER CORPORATION;
CITATION WALTHER;
CITY OF KALAMAZOO, MICHIGAN;
COSCO, INC.;
ERICSSON CABLES, INC.;
INDIANA STEEL AND WIRE;
KYSOR INDUSTRIAL CORPORATION;
LAWRENCE INDUSTRIES;
LEAR PLASTICS CORPORATION;
MICRO METAL FINISHING, INC.;
PLYMOUTH TUBE;
REXNORD HOLDINGS, INC.;
STAUFFER MANAGEMENT COMPANY;
TEXTRON, INC.;
UNION TANK CAR COMPANY;
V.W. KAISER ENGINEERING;
WARSAW PLATING WORKS, INC.;
WESTINGHOUSE ELECTRIC CORPORATION;
and
XTEK, INC.

Defendants.

CONSENT DECREE

WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency, having filed a Complaint under Section 107 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9607;

16

WHEREAS, the United States alleged in the Complaint, inter alia, that Defendants are liable for response costs incurred by the United States in the course of responding to releases and threatened releases of hazardous substances into the environment from the Auto-Ion Facility located at 72-74 Mills Street, Kalamazoo, Michigan;

WHEREAS, the United States and Settling Defendants, having agreed that the settlement of this matter without further litigation at this time is fair, reasonable, and in the public interest, and the Court being duly advised in the premises;

NOW, THEREFORE, before the taking of any testimony, without any admission of or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties to this Consent Decree by their attorneys and authorized officials, it is hereby Ordered, Adjudged, and Decreed as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and over the parties to this Decree, pursuant to 28 U.S.C. § 1331 and § 1345, and CERCLA Sections 107(a), and 113(b), 42 U.S.C. § 9607(a) and § 9613(b). The parties agree to be bound by the terms of this Decree and not to contest its validity in any subsequent proceeding arising from it.

2. Venue is proper in this Court pursuant to 42 U.S.C. § 9613(b) and under 28 U.S.C. §§ 1391(b) and (c).

II. AUTHORITY

3. The undersigned representative of each Settling Defendant certifies that he or she is fully authorized to enter into this Consent Decree and to execute and to bind legally such party to this document. This Consent Decree shall apply to and be binding upon the Settling Defendants, including their successors and assigns, and the United States.

III. DEFINITIONS

The following definitions shall apply in this Consent Decree:

4. "Settling Defendants" means all Defendants named in this civil action i.e.: Acolor Company; Chrysler Corporation; Citation Walther; City of Kalamazoo, Michigan; Ericsson Cables, Inc.; Cosco, Inc.; Textron, Inc.; Indiana Steel and Wire; Kysor Industrial Corporation; Lawrence Industries; Lear Plastics Corporation; Micro Metal Finishing, Inc.; Plymouth Tube; Rexnord Holdings, Inc.; Stauffer Management Company; Union Tank Car Company; V.W. Kaiser Engineering; Warsaw Plating Works, Inc.; Westinghouse Electric Corporation; and Xtek, Inc.

5. "Response Costs" shall have the meaning ascribed to that term in 42 U.S.C. §9607(a).

6. "Federal Response Costs" are all Response Costs with respect to the Auto-Ion Facility incurred by the United States

on or before December 27, 1989, including pre-judgment interest on such costs commencing March 13, 1991.

7. "Auto-Ion Facility" or "Facility" means the entire premises located at 72-74 Mills Street in Kalamazoo, Michigan, as shown in the legal description and map attached hereto as Appendix 1.

8. "United States" shall mean the United States of America, including its agencies, departments, and instrumentalities.

9. "EPA" or "U.S. EPA" means the United States Environmental Protection Agency.

10. "Settling Federal Department" means the United States Department of the Navy.

IV. PAYMENT BY SETTLING DEFENDANTS OF FEDERAL RESPONSE COSTS

11. Within 30 days of entry of this Decree, Settling Defendants shall pay to the EPA Hazardous Substance Superfund the sum of \$225,000, plus interest thereon from October 15, 1991, to the date of payment, calculated at the same rate as interest on investments of the EPA Hazardous Substance Superfund, as of October 15, 1991.

12. Payment made pursuant to this Section of the Decree, shall be made by certified or cashier's check payable to the "EPA Hazardous Substance Superfund" and shall be delivered to: U.S. EPA, Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673. The check or transmittal letter shall refer to "Auto-Ion

Facility, Kalamazoo, Michigan," and United States v. Acolor Company, et al. (W.D. Michigan) (D.J. No. 90-11-2-479A). A copy of the payment check and transmittal letter shall be sent to each of the following:

- Waste Management Division
Technical Support Section
Responsible Party -- Cost Recovery Unit (5HR-11);
- Financial Accounting Section (5MF-14); and
- Office of Regional Counsel (5CS-16)

at the following address:

U.S. EPA, Region V
230 South Dearborn Street
Chicago, Illinois 60604

and to:

- United States Department of Justice
Environmental Enforcement Section
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044

13. If the payment under paragraph 11 is not made on time, Settling Defendants shall pay the EPA Hazardous Substance Superfund interest on any unpaid sum accruing on and after the date payment is due. Interest shall accrue at the same rate as interest on investments of the EPA Hazardous Substance Superfund.

14. If Settling Defendants fail to make the payment required by this Decree, Settling Defendants shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Decree or otherwise obtain such payment.

V. PAYMENT OF FEDERAL RESPONSE COSTS
BY SETTLING FEDERAL DEPARTMENT

15. Within a reasonable period of time after the effective date of this Consent Decree, the United States on behalf of the Settling Federal Department shall cause \$35,000.00, as reimbursement of Federal Response Costs, to be directly transferred to the Hazardous Substance Superfund. The transfer shall reference DOJ Number 90-11-3-532. Documentation of the transfer shall be sent to U.S. EPA.

16. Payment by the United States on behalf of the Settling Federal Department is subject to the availability of funds appropriated for this purpose. No provision of this Consent Decree shall be interpreted as or constitute a commitment or requirement that any federal agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

VI. COVENANT NOT TO SUE SETTLING DEFENDANTS

17. In consideration of all payments made by Settling Defendants as required under the terms of this Decree, the United States covenants not to sue or take any other civil judicial or administrative action against the Settling Defendants, other than enforcing the judgment set forth herein, for the recovery of Federal Response Costs, as defined by this Decree. This covenant shall become effective only after timely payment is made to the United States of all sums provided for in Section IV, above.

18. The United States expressly reserves, and this Decree shall be without prejudice to, any other claims that the United

States may have, including, without limitation, any claims against the Settling Defendants under CERCLA for Response Costs not covered by this Decree. This covenant not to sue shall, without limitation, not include or in any way affect any of the following:

- 1) Claims of the United States for recovery of any response costs incurred after December 27, 1989;
- 2) Claims of the United States for interest on the foregoing;
- 3) Claims of the United States for damages to natural resources;
- 4) Claims of the United States under Section 106 of CERCLA, 42 U.S.C. § 9606; and
- 5) Claims for criminal liability.

19. The covenant not to sue in Paragraph 17 is not, and shall not be construed to be, a release of any kind.

20. Nothing in Paragraph 17 this Decree is intended as a covenant not to sue or a release from liability for any person or entity other than the Settling Defendants. The United States expressly reserves all claims, demands and causes of action either judicial or administrative, past or future, in law or equity, against any person or entity other than the Settling Defendants for any matter arising at or relating in any manner to the Auto-Ion Facility.

VII. RESPONSE AUTHORITY

21. Nothing in this Decree shall be deemed to limit the response authority of the United States under Section 104 of CERCLA, 42 U.S.C. § 9604, or the authority of the United States under Section 106 of CERCLA, 42 U.S.C. § 9606.

VIII. WAIVER AND DISMISSAL OF CLAIMS

22. In consideration of the entry of this Decree, the Settling Defendants agree not to, and shall not, make any claims against U.S. EPA or the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), including any claim pursuant to Sections 111 and 112 of CERCLA, 42 U.S.C. § 9611 and § 9612, for Federal Response Costs, or for reimbursement of any costs incurred by the Settling Defendants at the Auto-Ion Facility prior to lodging of this Decree, or for any attorneys' fees related to this action.

23. In further consideration of the entry of this Decree, the Settling Defendants also waive, release, and covenant not to sue on any claim, counterclaim, or cause of action Settling Defendants could have pleaded in this civil action pursuant to CERCLA (and especially CERCLA 107 and 113) against the Settling Federal Department for Federal Response Costs, as defined by paragraph 6 of this Decree. This paragraph shall take effect upon payment by the United States on behalf of Settling Federal Department pursuant to paragraphs and 15 and 16. The payment on

behalf of the Settling Federal Defendant is in settlement of disputed claims against it and is not an admission of liability.

IX. COVENANT AMONG AND BETWEEN SETTLING DEFENDANTS

24. Each and every Settling Defendant hereby covenants not to sue any other Settling Defendant who has made the payment required by the Agreement Among Participating Parties, attached hereto as Exhibit A, for any claims for Federal Response Costs as defined by paragraph 6 of this Decree.

X. DISCLAIMER

25. Except as otherwise provided in the Federal Rules of Evidence, the participation of the parties in this Decree shall not be considered an admission of any fact, or an admission of liability for any purpose, and the fact of such participation shall not be admissible in any judicial or administrative proceeding between or among the parties, except a proceeding to enforce the terms of this Decree.

XI. RETENTION OF JURISDICTION

26. The Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Decree.

XII. TERMINATION OF SETTLING DEFENDANTS' OBLIGATIONS

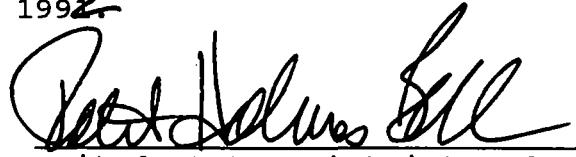
27. The obligations of Settling Defendants' shall terminate

upon confirmation by the United States that all payments required by Section IV have been made.

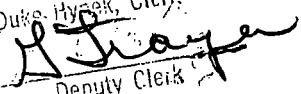
XIII. PUBLIC NOTICE AND COMMENT

28. The parties acknowledge that the consent of the United States and entry of this Decree is subject to the public notice and comment requirements of Section 122 of CERCLA and 28 C.F.R. § 50.7.


So Ordered, April 7, 1992

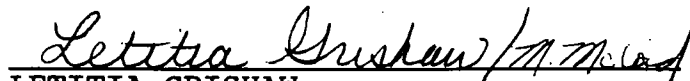

United States District Judge

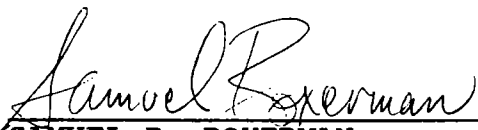
BY THEIR COUNSEL, THE PARTIES ENTER INTO THIS CONSENT DECREE AND SUBMIT IT TO THE COURT, THAT IT MAY BE APPROVED AND ENTERED.

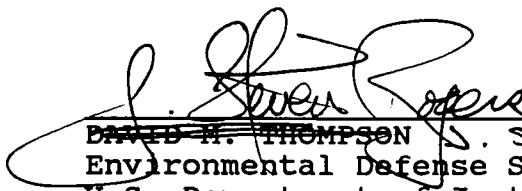
Certified As A True Copy
C. Duke Hyncek, Clerk
By 
Deputy Clerk
U.S. District Court
Western Dist. of Michigan
Date 4/8/92

FOR PLAINTIFF, THE UNITED STATES OF AMERICA

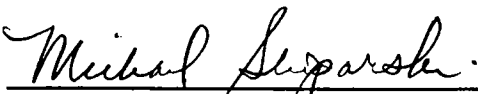

JOHN C. CRUDEN
Chief, Environmental Enforcement Section
Environment & Natural Resources Division
U.S. Department of Justice

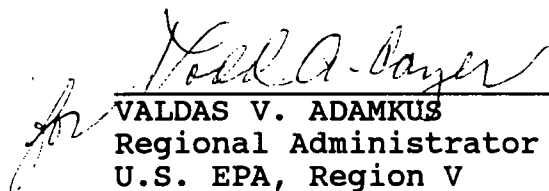

LETITIA GRISHAW
Chief, Environmental Defense Section
Environment & Natural Resources Division
U.S. Department of Justice


SAMUEL B. BOXERMAN
Environmental Enforcement Section
U.S. Department of Justice
(202) 514-4051



~~DAVID H. THOMPSON~~ J. STEVEN ROGERS
Environmental Defense Section
U.S. Department of Justice
(202) 514-2617

THOMAS J. GEZON
Acting United States Attorney
Western District of Michigan

By: 
MICHAEL SHIPARSKI
Assistant United States Attorney
Western District of Michigan



VALDAS V. ADAMKUS
Regional Administrator
U.S. EPA, Region V



NANCY-ELLEN ZUSMAN
Assistant Regional Counsel
U.S. EPA, Region V

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan


The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: ACOLOR COMPANY

Address: Acorn Building Components, Inc.
42 Cole Street
Quincy, MI 49082

By: Brian Hammerbacher

Name of Officer



Signature of Officer

Vice President
Director, Manufacturing Operations
Title of Signatory

Date: October 18, 1991.

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Michael B. Ortega

Address: 444 West Michigan Avenue
Kalamazoo, MI 49007

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: Chrysler Corporation

Address: 12000 Chrysler Drive
Highland Park, MI 48288-1919

By: Anthony E. Micale
Name of Officer
Anthony E. Micale
Signature of Officer
Assistant Secretary
Title of Signatory

Date: October 18, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: _____

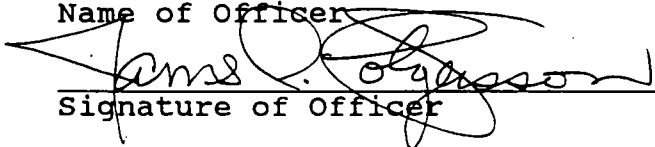
Address: _____

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: City of Kalamazoo

Address: 243 Cedar
Kalamazoo, Michigan 49007
Attn.: Robert Cinabro, City Attorney

By: James C. Holgersson
Name of Officer

Signature of Officer
City Manager
Title of Signatory

Date: October 28, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Susan Padley Telford

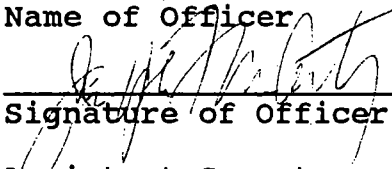
Address: Howard & Howard Attorneys
1400 N. Woodward, Suite 250
Bloomfield Hills, Michigan 48304

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: H. B. Sherman Mfg. Div. Citation Walther

Address: 38481 Huron River Dr.
Romulus, MI 48174

By: Joseph F. McCarthy
Name of Officer

Signature of Officer
Assistant Secretary, Citation Walther
Title of Signatory

Date: October 18, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: _____

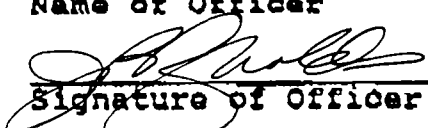
Address: _____

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: Cosco, Inc. for Cosco Household Products

Address: 2525 State Street
Columbus, IN 47201

By: Jonathan Reynolds
Name of Officer

Signature of Officer
Vice President and General Counsel
Title of Signatory

Date: October 18, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Harold V. Jones, Jr.

Address: Jones Patterson Boll & Tucker
P.O. Box 67
Columbus, IN 47202-0067

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: Ericsson Cables, Inc., on behalf of
Anaconda Wire & Cable Company

Address: 730 International Parkway
Richardson, Texas 75081

By: Lawrence F. Lyles
Name of Officer
[Signature]
Signature of Officer
Secretary
Title of Signatory

Date: October 17, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: _____

Address: _____

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. Acolor Company, et al.

Settling Defendant: INDIANA STEEL & WIRE

Address: 2200 East Jackson Street
Post Office Box 2647
Muncie, Indiana 47307-0647

BARNES & THORNBURG
Attorneys for Indiana Steel & Wire

By: Jean L. Doyle
Jean L. Doyle, Esquire
600 1st Source Bank Center
100 North Michigan Street
South Bend, Indiana 46601

Date: October 21, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Ms. Jean L. Doyle

Address: BARNES & THORNBURG
600 1st Source Bank Center
100 North Michigan Street
South Bend, Indiana 46601

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

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04/07/1990 16:32 RUM

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The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: Kysor Industrial Corporation, for Anodize Specialists

Address: One Madison Avenue
Cadillac, MI 49601

By: Richard G. DeBoer
Name of Officer

Richard G. DeBoer
Signature of Officer

Assistant Treasurer
Title of Signatory

Date: October 17, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: David W. Crooks

Address: One Madison Avenue
Cadillac, MI 49601

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: LAWRENCE INDUSTRIES

Address: P.O. Box 141
Plainwell, MI 49080

By: Ruth E. Murphy

Name of Officer

Ruth E. Murphy
Signature of Officer

President
Title of Signatory

Date: October 18, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Michael B. Ortega

Address: 444 West Michigan Avenue
Kalamazoo, MI 49007

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. Acolor Company, et al.

Settling Defendant: LEAR PLASTICS CORPORATION (f/k/a
Lear Siegler, Inc.-Haas Division)

Address: 236 West Clark Street
Mendon, Michigan 49072

VARNUM, RIDDERING, SCHMIDT & HOWLETT
Attorneys for Lear Plastics
Corporation (f/k/a Lear Siegler,
Inc.-Haas Division)

By: Richard W. Butler Jr.
Richard W. Butler, Jr.
171 Monroe N.W., Suite 800
Grand Rapids, Michigan 49503

Date: October 18, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Mr. Richard W. Butler, Jr.

Address: VARNUM, RIDDERING, SCHMIDT & HOWLETT
171 Monroe Avenue, N.W., Suite 800
Grand Rapids, Michigan 49503

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. --. *

Settling Defendant: MICRO METAL FINISHING, INC.

Address: 3448 Spring Grove Ave
P.O. Box 25187
CINCINNATI OH 45225

By: JAMES E. MOORE
Name of Officer

[Signature]
Signature of Officer

SECY / TREAS.
Title of Signatory

Date: 10/17/91

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: JAMES E. BURKE

Address: 1800 PROVIDENT TOWER
CINCINNATI OH 45202

Consent Decree Signature Page for:
United States v. -- et al., W.D. Michigan *

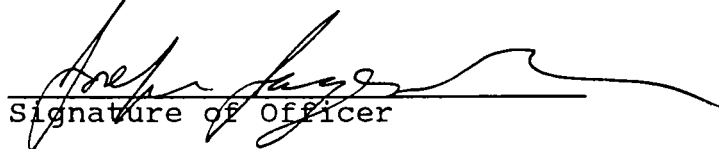
* United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. Acolor Company, et al.

Settling Defendant: **Plymouth Tube Company**

Address: **P.O. Box 45
29 W 150 Warrenville Road
Warrenville, Illinois 60555**

By: **Mr. Joseph Jarzembowski**
Name of Officer


Signature of Officer

Manager, Corporate Services
Title of Signatory

Date: **OCT 17, 1991**

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: **James A. Vroman
Lori Prokes Davis**

Address: **Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5600 -- Phone
(312) 558-5700 -- Fax**

Consent Decree Signature Page for: **Auto Ion Site**
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: Rexnord Holdings Inc., as
successor to Rex Chain Belt, Inc.

Address: 300 West Service Road
Chantilly, Virginia 22021

By: Donald E. Miller
Name of Officer

Donald E. Miller
Signature of Officer

Senior Vice President
Title of Signatory

Date: October 17, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: CT Corporation

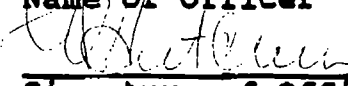
Address: Varies by State

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. Acolor Company, et al.

Settling Defendant: Stauffer Management Company
on behalf of Stauffer Chemical Company

Address: ICI Americas Inc.
Concord Pike & New Murphy Road
Wilmington, DE 19897

By: William J. Hutchinson
Name of Officer

Signature of Officer
Vice President
Title of Signatory

Date: October 17, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Palmer L. Whisenant

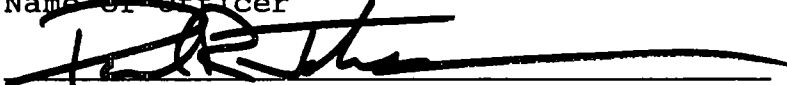
Address: ICI Americas Inc. Law Department
Concord Pike & New Murphy Road
Wilmington, DE 19897

Consent Decree Signature Page for:
United States v. -- et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: Homelite Division of Textron Inc.

Address: P. O. Box 7047
Charlotte, North Carolina 28241

By: Paul R. Johnson
Name of Officer

Signature of Officer
Vice President, Finance & Administration
Title of Signatory

Date: October 21, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Sloan S. Robinson
Address: P. O. Box 7047
Charlotte, NC 28241

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. -- Acolor et al

Settling Defendant: UNION TANK CAR COMPANY

Address: 151st and RAILROAD AVENUE
EAST CHICAGO, IN 46312

By: WILLIAM R. FINKLER
Name of officer

W-R. Finkler
Signature of officer

DIRECTOR SAFETY HEALTH + ENVIRONMENT
Title of Signatory

Date: 10-21-91

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: THOMAS B. GOLZ, ESQ.

Address: FAGEL + HABER
140 S. DEARBORN, # 1400
CHICAGO, IL 60603

Consent Decree Signature Page for:
United States v. -- et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: V.W. KAISER ENGINEERING

Address: 8642 Gleason Street
Millington, Michigan 48746

By: Terry Kaiser

Name of Officer

X *Terry Kaiser*
Signature of Officer

President
Title of Signatory

Date: 10-18-91

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Robert R. Clark

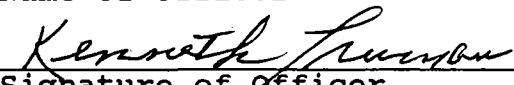
Address: Lowe Gray Steele & Hoffman
Bank One Tower, #4600
Indianapolis, IN 46204

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree regarding United States v. Acolor Company, et al.

Settling Defendant: Warsaw Plating Works, Inc.

Address: PO Box 914
Lincoln & Jefferson Sts.
Warsaw, IN. 46580

By: Kenneth O. Truman
Name of Officer

Signature of officer
Vice President
Title of Signatory

Date: October 25, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: _____

Address: _____

Consent Decree Signature Page for:
United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. --. *

Settling Defendant: WESTINGHOUSE ELECTRIC CORPORATION

Address: 11 STANWIX STREET
PITTSBURGH, PA 15222

By: JACK W. FISCH
Name of officer

Jack W. Fisch
Signature of officer

MANAGER, CORPORATE ENVIRONMENTAL ACTIVITIES
Title of Signatory

Date: 10/15/91

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: _____

Address: _____

Consent Decree Signature Page for:

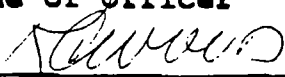
United States v. -- et al., W.D. Michigan *

* United States v. Acolor Company, et al., W.D. Michigan

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. --. *

Settling Defendant: XTEK, INC.

Address: 11451 Reading Road
Cincinnati, Ohio 45241

By: Robert C. Wood
Name of officer

Signature of officer
VICE PRESIDENT
Title of Signatory

Date: October 17, 1991

If different from the above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: _____

Address: _____

Consent Decree Signature Page for:
United States v. -- et al., W.D. Michigan *
*United States v. Acolor Company, et al., W.D. Michigan